

1-17-01



101598444

To the Honorable Commissioner for Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party(ies):  
**Cara Lewis**

Individual(s)       Association  
 General Partnership       Limited Partnership  
State of Organization:  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: **William Morris Agency, Inc.**

Internal Address: \_\_\_\_\_  
Street Address: **151 El Camino Drive**  
City: **Beverly Hills, CA 90212**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Corporation-State **California**  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No  
(Designation must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: **November 9, 2000**

Application number(s) or trademark number(s):  
A. Trademark Application No(s).  
75/126,013, 75/126,010, 75/939,870, 75/939,850, 75/934,269

B. Trademark registration No(s).  
Additional numbers attached?  Yes  No

4. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Kirt S. O'Neill**  
Internal Address: **AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.**  
Street Address: **P.O. Box 12870**  
City: **San Antonio** State: **TX** Zip: **78212**

5. Total number of applications and registrations involved: ..... 5

6. Total fee (37 C.F.R. § 3.41) ..... \$ 200.00  
 Enclosed  
 Authorized to be charged to deposit account

7. Deposit account number:  
01-0477 (charge only if overage or insufficiency)  
(Attach duplicate copy of this page if paying by deposit account)

01  
02

01/29/2001 AAHMED1 00000336 75126013

01  
02  
E:4B1 40.00 OP  
E:4BE 100.00 OP

DO NOT USE THIS SPACE

8. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kirt S. O'Neill  
Kirt S. O'Neill

1-10-01  
Date

Total number of pages including cover sheet, attachments and document: 7

Refund Ref: 01/29/2001 AAHMED1 0000101477 \$600.00  
CHECK Refund Total: \$600.00

## ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is made and entered into as of ~~May~~ November 9, 2000, between Cara Lewis ("Assignor") and William Morris Agency, Inc. ("Assignee").

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

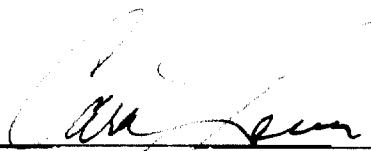
1. Assignor hereby transfers and assigns to Assignee all of Assignor's worldwide right, title, and interest in and to the name and mark "SMOKIN' GROOVES," including, without limitation, the trademark applications and/or registrations on Schedule A hereto; the right to recover for past infringement of said trademark; and the goodwill of the business in connection with which said trademark is used and which is symbolized by said trademark.

2. Assignor hereby further covenants and agrees that Assignor will communicate to the said Assignee, its successors, legal representatives and assigns, any facts known to Assignor respecting said mark, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for said trademark in all countries.

3. Assignor hereby covenants and represents that Assignor has the full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict herewith.

4. This Agreement shall not be modified except by written document executed by both parties hereto. This Agreement expresses the entire understanding of the parties hereto and replaces any and all former agreements, negotiations or understandings, written or oral, relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

  
\_\_\_\_\_  
Cara Lewis

STATE OF New York §  
COUNTY OF N.Y.C. §  
§


On this 9th day of November, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared **CARA LEWIS**, known to me to be the person of that name, who signed and the foregoing instrument, and acknowledged the same to be her free act and deed.

  
\_\_\_\_\_  
Notary Public in and for the State of New York

My Commission expires:

LINDA DAVIS  
Notary Public, State of New York  
No. 41-4827934  
Qualified in Queens County  
Term Expires April 30, ~~19~~  
2001

CARA LEWIS  
(Assignor")

By:   
\_\_\_\_\_  
Cara Lewis, an individual

WILLIAM MORRIS AGENCY, INC.  
(Assignee")

By:   
\_\_\_\_\_  
Authorized signatory

*Alan Kennedy*  
William Morris Agency, Inc.

STATE OF New York     §  
   §  
COUNTY OF N.Y.C.     §

On this 9<sup>th</sup> day of November, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared **WILLIAM MORRIS AGENCY, INC.** by \_\_\_\_\_ known to me to be the person of that name, who signed and the foregoing instrument, and acknowledged the same to be her free act and deed.

*Linda Davis*  
Notary Public in and for the State of New York

My Commission expires:

LINDA DAVIS  
Notary Public, State of New York  
No. 41-4827934  
Qualified in Queens County  
Term Expires April 30, ~~19~~  
2001

## SCHEDULE A

<u>Trademark/Service Mark</u>	<u>Class</u>	<u>U.S. Application No.</u>	<u>Filed</u>
SMOKIN' GROOVES	16	75/126,013	6/27/96
SMOKIN' GROOVES	41	75/126,010	6/27/96
SMOKIN' GROOVES	16	75/939,870	3/09/00
SMOKIN' GROOVES	09	75/939,850	3/09/00
SMOKIN' GROOVES	41	75/934,269	3/02/00